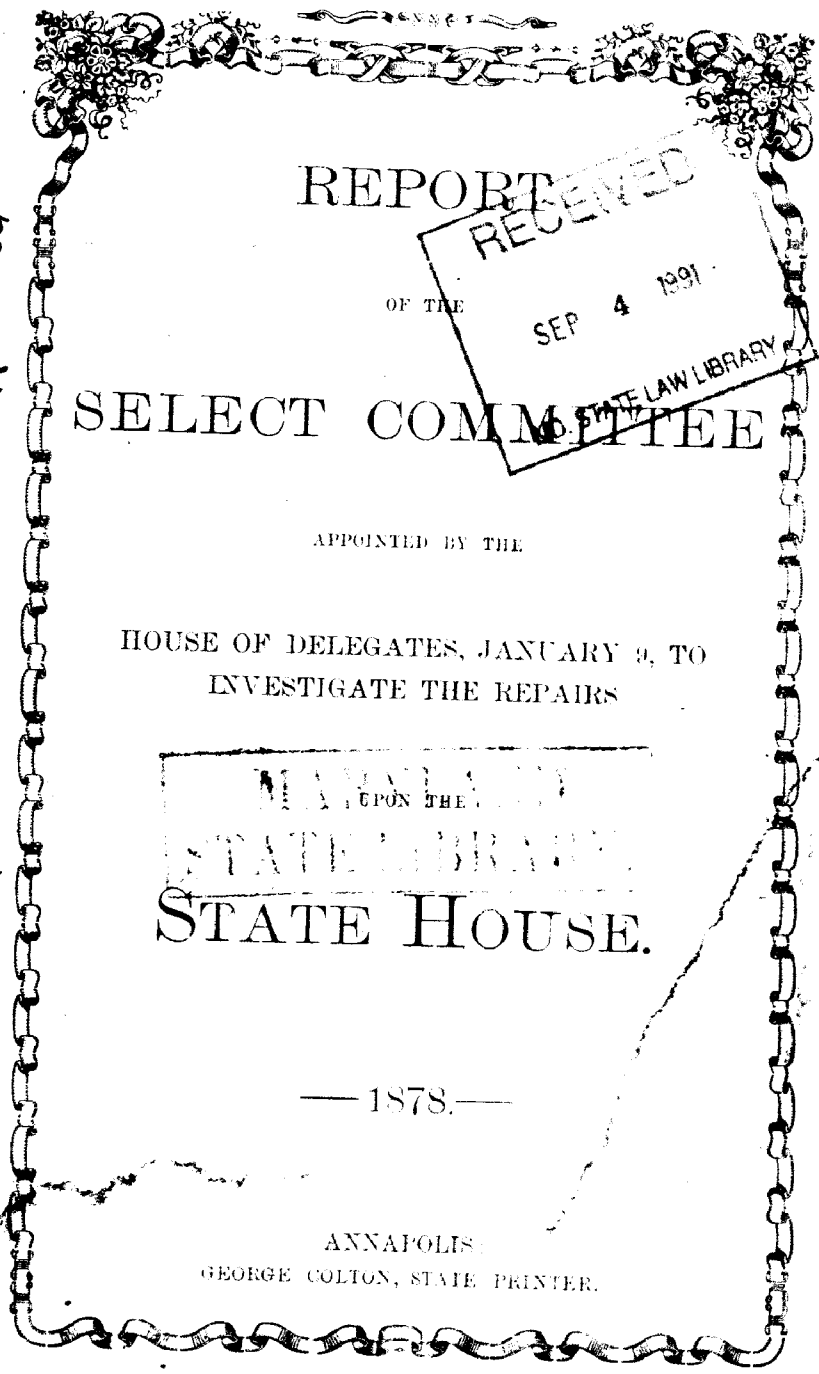


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REPORT

OF THE

SELECT COMMITTEE

APPOINTED BY THE

HOUSE OF DELEGATES, JANUARY 2, TO
INVESTIGATE THE REPAIRS

MAINTAINED
UPON THE
STATE LIBRARY
STATE HOUSE.

—1878.—

ANNAPOLIS:
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REPORT
OF THE
SELECT COMMITTEE

APPOINTED BY THE
HOUSE OF DELEGATES, JANUARY 9, TO
INVESTIGATE THE REPAIRS

UPON THE
STATE HOUSE.

—1878.—

ANNAPOLIS:
GEORGE COLTON, STATE PRINTER.

Report of Select Committee.

To the Honorable,

The House of Delegates of Maryland:

The select committee appointed by an order of the House adopted on January 9th, 1878, to examine into the expenditures by the Board of Public Works for State House repairs, the constitutional authority for the excess over the appropriation made by the session of 1876, and the necessity for the same, beg leave to make the following report:

Your committee have examined under oath the Board of Public Works: George A. Frederick, the architect; Joseph M. Marshall, the carpenter; Joseph T. Jewell, bricklayer; J. H. Vansant, excavating and hauling; Swain & Banks, lumber; W. Bollman, iron beams and girders; J. W. Kalney, painting; George G. Watkins, plasterer; Garthe & Loewenstein, slating; J. J. Harig, tinning; Seim & Emory, paints and glass; Bartlett, Robbins & Co., heating; Harrington & Mills, furniture; Renwick & Son, furniture; Jenkins & Son, furniture; J. C. Knipp & Bro., furniture; George W. Taylor, draperies; McDowell & Co., carpets; Cornelius & Co., gas fixtures; Emmart & Quartley, frescoing; Shirley & Son, spittoons; Samuel Child & Co., water coolers and other furnishings; Dufur & Co., iron railing and wire work; George Brewer, General Freight Agent A. & E. R. R.; Joseph Thomas & Son, mouldings, brackets, doors, frames, &c; Jacob Green, lime, plaster and hair; James McAllister, cement; F. H. Davidson & Co., hardware; R. J. Davidson, plumbing and gasfitting materials; Daniel Caulk, who bid or proposed to superintend work; and Norman R. Price, agent of B. L. Solomon & Sons, New York, from whom the curtain goods were bought, and herewith submit the evidence taken for the consideration of your honorable body.

Your committee further report they have failed to find the constitutional authority for the expenditure over and above the appropriation of the session of 1876 of thirty-two thousand dollars, but they are of the opinion that when the evidence submitted is examined by the members of your body, they will see or conclude that it was impossible for the Legislature of 1876 to have known exactly what the condition of the building was, and therefore were unable to see exactly what was needed to repair, heat, ventilate, plaster, paint and fresco the State House, as ordered by the acts of 1876, chapter 194.

We think the evidence submitted will give a much better idea of the exact condition of affairs than we would be able to state, and therefore call your special attention to the testimony of George A. Frederick, architect, and the Board of Public Works. We think the Board of Public Works would have been negligent of their duty if they had not put the building in repair where they found it unsafe, many of its timbers being rotten and dangerous.

All the contracts seem, so far as we are able to judge, to be reasonable—with one exception hereafter referred to—as will be seen from the evidence of experts.

Your committee have no comment to make, preferring to submit the testimony and, from the evidence deduced, allow you to form your own conclusions.

Your committee further report the amount of money paid upon warrants of the Comptroller to be thirty one thousand nine hundred and ninety-three dollars and ninety-one cents, and that there are, so far as we can find, the sum of seventy-nine thousand three hundred and ninety-four dollars and thirty-eight cents in bills of different parties, as annexed, yet unpaid: all of which seem to be proper except the one heretofore referred to of R. J. Davidson, whose evidence did not, to your committee, seem clear and satisfactory, and we therefore advise a reduction of his bill of twenty per cent. R. J. Davidson was an employed agent of the Board of Public Works to buy, at the lowest prices, such plumbing and gas fitting material as they might

need, and we do not think he purchased the required materials as low as he might have done, besides has charged the State full retail prices for what he himself furnished. We therefore recommend the aforesaid reduction or discount.

FRANK BROWN, *Chairman*,
WM. SNOWDEN,
JOSEPH HARRISON,
GEO. W. SPENCER,
B. L. HARIG,
EUGENE HIGGINS,
S. COX, JR.,
W. CAMPBELL HAMILTON,
EDW. L. F. HARDCASTLE.

LIST OF BILLS UNPAID.

1877—Dec. 6..	Jacob Green, lime, hair and plaster		
Dec. 12..	Jos. M. Marshall, builder.....	\$1,573 87	\$702 65
1878—Jan. 9...	" " " " " " " "	1,629 68	
Jan. 28..	" " " " " " " "	88 17	
1877—Dec. 12..	J. W. Kalmey, painter.....	167 86	3,459 58
1878—Jan. 24..	" " " " " " " "	671 00	
1877—Dec. 12..	Jos. T. Jewell, bricklayer.....	756 93	1,427 93
1878—Jan. 7...	" " " " " " " "	409 00	
1877—Nov. 6...	Geo. G. Watkins, plasterer.....	600 12	1,009 12
Dec. 16..	" " " " " " " "	1,088 25	
1878—Jan. 29..	" " " " " " " "	1,107 87	
1877—Dec. 20..	R.J. Davidson, plumb'r and gasfitter	186 36	2,982 48
1878—Jan. 24..	" " " " " " " "	616 00	
" " " " " " " "	" " " " " " " "	222 50	
" " " " " " " "	" " " " " " " "	73 46	
" " " " " " " "	" " " " " " " "	693 00	
Jan. 25..	" " " " " " " "	260 00	
Jan. 26..	" " " " " " " "	169 77	
Jan. 28..	" " " " " " " "	93 50	
1877—Oct. 5...	M. N. Rittenhouse, drain tile.....	210 28	2,338 51
Oct. 23..	" " " " " " " "	82 48	
Oct. 22..	John Oliver & Son, granite.....	46 80	129 28
Dec. 12..	" " " " " " " "	666 36	
Oct. 29..	Geo. H. Pagels, iron rail.....	86 12	752 48
Nov. 8..	G. Feldmeyer, blacksmith.....		80 00
Nov. 14..	G. W. Starr & Son, centre pieces...		153 12
Nov. 15..	Weiskittle & Co., sash weights...		226 73
1878—Jan. 19..	Weiskittle & Son, iron plates....	89 86	
1877—Oct. 31..	H. C. Meyer & Co., plumbers' material.....	168 18	258 04
Nov. 24..	Sisson & Co., plumbers' material..		113 10
1878—Jan. 2...	Regester & Sons, " " " "		278 78
Jan. 28..	J. Coyle & Bros., " " " "		1,393 15
1877—Nov. 28..	Maryland Steamboat Co., freight...		148 00
1878—Jan. 1...	" " " " " " " "	19 18	
Jan. 28..	" " " " " " " "	65 95	
1877—Dec. 12..	Jas. McAllister, cement.....	9 50	94 63
Dec. 13..	Dufur & Co., iron rail and wirework		250 75
Dec. 22..	" " " " " " " "	311 76	
Dec. 21..	Geo. Potee, brick.....	7 68	319 44
1878—Jan. 1...	Jos. Thomas & Son, mill work, balance.....		1,006 25
Jan. 4...	Swain & Banks, lumber.....		2,893 69
Jan. 5...	Seim & Emory, glass, paints, &c...		4,829 56
Jan. 12..	F. H. Davidson & Co., hardware...		1,624 87
Jan. 5...	Annapolis & Elkridge R.R., freight		1,203 17
Jan. 17..	" " " " " " " "	113 38	
Jan. 22..	" " " " " " " "	3 97	
Jan. 28..	" " " " " " " "	1 60	
	" " " " " " " "	1 50	120 45
Amount forward.....			\$27,795 76

LIST OF BILLS UNPAID—CONTINUED.

	Forward.....		\$27,795 76
1878—Jan. 10..	Geo. E. Franklin, hardware.....		127 02
Jan. 19..	J. H. Vansant, excavating, freight and hauling.....	\$205 90	
Jan. 25..	J. H. Vansant, excavating, freight and hauling.....	38 25	
Jan. 24..	J. H. Vansant, excavating, freight and hauling.....	170 00	414 15
1878—Feb. 7..	Jos. J. Haring, tin work, balance..		340 76
"	Garthe & Loewenstein, slating....		551 64
"	Bartlett, Robbins & Co., heating..	7,788 00	
"	(work since session)	841 25	8,629 25
	Traveling expenses and Architect's commission.....		5,558 03
1877—Nov. 27..	W. F. C. Gerhardt, insurance		60 00
1878—Feb. 21..	Samuel Stewart, gasfitter.....		15 00
FURNITURE.			
1877—Nov. 24..	Sisson & Son, marble shelves.....	13 00	
Dec. 28..	" " " " " " " " " " " "	19 27	32 27
Dec. 22..	Basshor & Co., machinists' supplies		32 40
Dec. 31..	Harrington & Mills, furniture....	5,664 46	
1878—Feb. 1..	" " " " " " " " " " " "	80 00	5,744 46
Jan. 1..	Renwick & Son, " " " " " " " "		2,516 50
"	Jenkins & Son, " " " " " " " "		851 00
"	Geo. W. Taylor, agent, draperies..		6,675 00
"	Cornelius & Co., gas fixtures.....		4,056 80
"	Louis A. Dieter, blinds and paper- ing.....		465 50
"	Shirley & Son, spittoons.....		234 90
"	Emmart & Quartley, painting and frescoing.....		3,196 15
Jan. 15..	Dyott Manufacturing Co., lamps..		30 50
"	Fairbanks, Murphy & Co., pictures and mirrors.....		2,345 12
"	J. C. Knipp & Bro., furniture....		5,076 00
Jan. 17..	Samuel Child & Co., furnishing...		234 92
Feb. 1..	McDowell & Co., carpets.....		4,411 24
	Furniture acc't amounts to.....	\$35,902.77	
	Amount already paid by Board....		\$79,394 38
			81,993 91
	Total expenditure.....		\$111,388 29

ADDITIONAL REPORT

OF THE

MINORITY OF SELECT COMMITTEE

TO

Examine into Expenditures made upon the State House.

MINORITY REPORT.

To the Honorable,

The House of Delegates of Maryland:

The undersigned submit the following additional report upon the expenditures made upon the State House, which, as members of a select committee, they were appointed to examine into:

The act of 1876, chapter 194, appropriating thirty-two thousand dollars "for the repair and improvement of the State House," specifies in detail not only the particular work to be done, but also the several amounts to be expended on each separate item. The basis on which the Legislature made this appropriation, was an estimate made by Mr. George A. Frederick, architect, who was afterwards employed by the Board of Public Works to prepare plans and specifications, and to superintend the work, at a compensation of five per cent. on its cost. At the time this contract was made, there was a clear understanding between the Board and the architect, that the appropriation which had been made would be sufficient to complete the work, but shortly afterwards it was found that this sum would be inadequate for that purpose. In different parts of the building there were discovered defects, such as are generally found when old buildings are repaired, but which seem not to have been anticipated in this case. In our opinion, after the building was stripped, and as soon as its condition was ascertained, and it was evident that the appropriation was inadequate to do the work, it became the duty of the architect to revise his original estimate, and to make a new one, which should have been submitted to the Board of Public Works, under whose control the work had been placed. That he did not do so, and the Board failed

to require him to prepare and submit such an estimate, was the mistake that has led, step by step, to the contracting of the large public debt, incurred on this account, over and above the appropriation. This would have certified the Board of the cost of the work, which they should have known, approximately at least, before authorizing the appropriation to be exceeded; and, by confining the architect to the items specifically designated in the law, it would have been a wholesome check upon the expenditures to be made. If this plan had been pursued, we believe, the Board would not have allowed the appropriation to be so largely exceeded. Had the work not gone beyond the specifications of the original estimate, and whatever else was necessary to make the building secure and fit it for occupancy, though its cost exceeded the appropriation, we should have felt bound to justify the expenditure, on the ground of public necessity. But extensive repairs and improvements, never contemplated, were made, that, we think, should have been deferred till the Legislature saw fit to authorize them. We refer more particularly to the purchase of new and expensive furniture, the cost of which alone exceeds the whole appropriation. And we regret to have to say we regard as extravagant and unwarranted so large an expenditure of public money, amounting to more than double the sum that was appropriated for the purpose.

Respectfully submitted,

EDWARD L. F. HARDCASTLE,
W. CAMPBELL HAMILTON,
S. COX, JR.

TESTIMONY OF WITNESSES

—IN THE—

INVESTIGATION INTO THE STATE HOUSE REPAIRS BY
THE SELECT COMMITTEE APPOINTED BY THE
HOUSE OF DELEGATES, 1878.

EXAMINATION OF WITNESSES.

The Select Committee appointed by the House of Delegates to investigate the State House repairs, met on Saturday, February 16, 1878, at 11.40 A. M. Present, Messrs. Brown, Hamilton, Snowden, and Harrison. Absent, Messrs. Higgins, Harig, Cox, Hardcastle, and Spencer.

Mr. George A. Frederick, architect, appeared, was duly sworn, and testified substantially as follows:

Testimony of Geo. A. Frederick.

QUESTION BY MR. BROWN:

Mr. Frederick, what was the understanding between the Board of Public Works and yourself relative to the State House repairs? Go on and state for the information of the committee how you took charge, and other facts connected with the repairs.

MR. FREDERICK:

There was no contract between the Board of Public Works and myself. I took charge on the regular terms, five (5) per cent. commission on the actual cost of the work. The first thing I did was to take measurements of the building (this was two years ago) and made an estimate for forty-two thousand dollars. I had no contract, in the definite meaning of the word, with the Board of Public Works. My position was purely advisory and professional.

Mr. Brown here read the Acts of the General Assembly of 1876, appropriating thirty-two thousand dollars for the State House repairs.

BY MR. FREDERICK:

I did not undertake to complete the repairs for thirty-two thousand dollars; I was simply employed as superintendent and architect to do the work.

QUESTION BY MR. HAMILTON:

Did you put in a bid for each specific portion of the job?

MR. FREDERICK:

I said it would require so much for such and such under the appropriation.

BY MR. HAMILTON:

Did you report that the work could be done for thirty-two thousand dollars?

MR. FREDERICK:

My report to the committee of the Legislature of 1876 is identical with the figures they stated. I gave it as my opinion that the work could be done for thirty-two thousand dollars after the original estimate for forty-two thousand dollars had been cut down.

Further desultory examination ensued, when Mr. Brown interrupting, said to Mr. Frederick to go on and describe the condition of the State House building, and in detail to state his manner of commencing work and the character of its progression.

MR. FREDERICK THEN SAID:

In 1876, I was sent for by the Committee on Public Buildings—Mr. Brooke, I think, was chairman—in regard to fixing up the State House. I came to Annapolis immediately after receiving a telegram from Col. Walsh, Mr. Brooke, or Mr. Bannon, I forget which. I examined the capitol building next day and came to a conclusion as to the repairs that were needed. The building had no cellar. It had a little cuddy hole twenty feet wide and fourteen feet in length. Little tunnels two-and-a-half feet wide and two feet high ramified from a point in the hole, which were filled with water pipes. I groped my way on my hands and knees at great bodily discomfort into these tunnels as far as I could. I observed that the walls of the building penetrated under the ground some distance, sufficiently, I thought, by taking out earth, I could make a cellar. It looked feasible, at least that was my assumption. It was necessary to have a cellar in order to properly heat the house. I then calculated what the heating apparatus would cost. Upon making a thorough examination of the building I made a report to the Legislative Committee, and

submitted an estimate, without charge, for the examination I had made. About a year afterwards I was sent for by the Board of Public Works. I went to Annapolis, and the Board had a meeting, at which all were present. They asked me what my charges would be for professional services in undertaking the repairs. I told them five per cent.; and with this agreement they told me to go on as rapidly as possible and complete the repairs.

MR. HAMILTON, INTERRUPTING, INQUIRED:

Is it customary to employ architects without entering into a written contract?

BY MR. FREDERICK:

The general usage is to give him a commission to execute. Architects commissions are fixed and well known.

MR. FREDERICK, CONTINUING, SAID:

The Board, at their meeting, spoke of the amount that was appropriated, thirty-two thousand dollars, and having no more light on the subject than when I made my report to the Legislative Committee, but having understood that a portion of the contemplated work was left out, thus reducing the estimate, I thought the necessary work could be done for thirty-two thousand dollars. As the amount was reduced in the total, my impression was some of the things estimated for were left out.

QUESTION BY MR. HAMILTON:

Was it not your duty as a business man to inquire into the matter?

MR. FREDERICK:

I reasonably supposed that it was all right.

BY MR. HAMILTON:

Was it five per cent. commission on the thirty-two thousand dollars appropriation, or on what you did, that you were to receive?

MR. FREDERICK:

I was to get five per cent. on what I did, whether it was more or less. The commission was fixed at five per cent.; that was my agreement.

BY MR. BROWN:

Well, go on, now, Mr. Frederick, and tell us how you proceeded in the repairs.

MR. FREDERICK:

Well, after the agreement was entered into by me with the Board of Public Works, the first thing I did was to take measurements and prepare my plans, which occupied me four days. The time before the assembling of the Legislature was short, and the Board were anxious to go on as rapidly as possible. Well, after my plans were completed, I returned to Annapolis and stated what I proposed to do. The Board then received proposals for lumber and other things, some through me and some without. It was within the province of the Board to make such contracts as they saw fit. My duty was to see that the contractors did their duty and fulfilled their contracts.

QUESTION BY MR. HAMILTON:

Are you not responsible for losses occasioned by a wrong examination and miscalculation of work?

MR. FREDERICK:

I was responsible only so far as circumstances enable me to see. If I deliberately made a mistake—yes! As far as the excavation of the cellar is concerned, I had no opportunity to get near the walls. I was alone and in comparative darkness. The assistant fireman showed me the entrance to the cuddy hole and tunnels. When we went ahead and dug out the cellar, we found we had to underpin the walls. The Board of Public Works were cognizant of the work as it progressed. You see we make our foundations now uniformly of one depth. It is always customary to make foundations level. We supposed such was the case with the State House, but after the excavations had commenced, we discovered that the building was erected on the slope of a hill. The character of the soil was alluvial—looked like coffee grounds. The walls varied in thickness from thirty-four to fifty inches. We underpinned with brick and cement in sections of two-and-a-half to three feet in the form of piers. These formed walls as we took out the

intervening pillars of dirt. When we got them to a height of six or seven feet, then we wedged in split brick with a mallet. You cannot underpin with stone on account of its irregularities. In response to a question, Mr. Frederick said that the heating apparatus could not have been put in by digging a pit.

Now as to the flooring. When we came to examine the floors we found they wanted renewing. The floors in the Court of Appeals and in the Governor's room had settled and were really unsafe. In the Court of Appeals the floor was in a terrible condition. The joists were in short lengths and had sagged down out of horizontal line some four or five inches. (I heard it stated as much as ten inches.) They had been tied up to the roof by iron rods, but in spite of that had gone down. The Court of Appeals is over the House of Delegates. The Governor's room is over the Senate chamber. In the latter pretty much the same thing was the condition of the floor as in the Court of Appeals.

The roof was covered with tin. The size was unusual, being 9x12. I imagine it was put on some thirty-five years ago. I could see that the roof wanted renewing. My intention was to replace the tin with slate, which I did. I found, also, that the cornice needed renewing or repairing. When we got the tin off the roof we found we had another tin covering, and then after that another. The two upper were laid with grooves, the last one with laps like shingles. The roof was leaky and in bad condition. The sheathing was made out of yellow pine, laid diagonally, and had dry-rotted. It was like a piece of sponge, and would not hold a nail. Mr. Marshall had charge of repairing the roof and would telegraph from time to time for more lumber, and I thought the demand excessive until I saw for myself the necessity for the demands.

BY MR. HARRISON:

It would naturally occur to your mind that thirty-two thousand dollars was insufficient, as you progressed in these repairs, did you make the Board understand of the great amount it was going to cost?

MR. FREDERICK:

All these things did not disclose themselves at once. I pinched everything I could. The Board knew of the work that was being done in the cellar and on the roof. They would say, in conversations, "we don't know where to stop." We talked it over from the time of the additional expense that was being incurred.

In response to a question by Mr. Snowden,

MR. FREDERICK, SAID:

The Board knew of the actual work as it progressed. They stated that the money appropriated was insufficient. The Board desired to use all the economy they could, and make the building habitable.

BY MR. HAMILTON:

How about the frescoing; were you not aware of Mr. Compton's objections?

MR. FREDERICK:

Yes, sir; but my understanding was that Mr. Compton objected because of the shortness of time, and he was afraid the frescoing could not be completed in time for the Legislature to meet. I went down to Annapolis at once, after the Governor had written to me about Mr. Compton's objections. He had a talk with me, and said that I had better stop the work. I said that under the contract the frescoing would cost two thousand eight hundred and fifty dollars, but at a subsequent time would cost three times as much, and, as a matter of economy, I urged that the work proceed. The upper part of the building at that time had already been finished. I guaranteed that the work would be done in time. The Governor then told me to go on, and as rapidly as possible.

BY MR. BROWN:

In the rotunda was there not some brick work done?

MR. FREDERICK:

Yes, sir; there were two arches, twenty-eight feet long and four and a-half to five feet wide, which looked solid. Just after we started, a crack appeared which looked like a settlement. We made an examination, and found the walls

were hollow. We found a nine inch pier on the two sides of the building, which was carrying the main support of the dome, to be hollow. We had it shored up immediately, and that, with other necessary brick filling, cost six or seven hundred dollars a side, making twelve or thirteen hundred dollars for the two sides.

In response to a question, Mr. Frederick said the flooring in the rotunda was only temporary, and that the floors proper were iron beams filled in with brick and cement, and top concreted.

BY MR. HAMILTON:

How about the desks? Are they made of seasoned wood?

MR. FREDERICK:

Yes, sir; they are made of seasoned wood. Harrington & Mills, who furnished them, state they are responsible for the desks and all other material furnished by them.

BY MR. HAMILTON:

In the capacity of an architect under your commission, was it not your duty to examine the furniture? Have you not heard reports of the desks warping?

MR. FREDERICK:

I was going to remark that Harrington & Mills hold themselves responsible for defects. I examined the desks, and think them seasoned and of good wood.

BY MR. HAMILTON:

Would seasoned wood warp?

MR. FREDERICK:

Yes, sir. The time has gone by when seasoned wood will not warp, as the heating of buildings is different now from what it used to be. The State House, for the past six weeks, has been heated day and night. The desks were sent during damp weather, but this could not be helped, as they had to be there in time for the meeting of the Legislature.

Mr. Frederick was here asked by Mr. Hamilton whether he received any percentage on the desks, to which he replied he received no commission but from the Board on the cost of all that was furnished.

Mr. Frederick, continuing about the desks said: the locks

are three-tumbler locks, made by Gibson & Kirk especially for the desks, and are the best of the kind in the country.

BY MR. HAMILTON:

Do you know of any claims against the State being sold?

MR. FREDERICK:

No, sir; but one case that was transferred for debt.

BY MR. HAMILTON:

Do you know of T. M. Lanahan holding any claims?

Mr. Frederick here went into an explanation of what he had heard about Mr. Lanahan buying Harrington & Mills' claim, but being pressed categorically, answered "No!"

A summary of Mr. Frederick's further testimony condensed by the clerk, Mr. Robert H. Ford, which to avoid verbosity and to state the evidence clearly, is as follows:

Mr. Frederick used rolled, built up iron girders instead of the old flooring girders. There were three in all, two in Court of Appeals floor and one in the floor of the Governor's room. They were twenty-four inches wide, twenty-four-and-a-half inches deep, and weigh ten tons each. A written contract was entered into with Mr. Marshall by the Board of Public Works, on April 9th, 1877. He was required to audit all the accounts, pay-rolls, &c., before Frederick countersigned them, and they were sent to the Board of Public Works. He got two dollars and seventy-five cents a day for himself, two dollars and seventy-five cents for carpenters and one dollar and twenty-five cents for each laborer he employed. The contract is all I (Frederick,) know about the rate of wages paid. I (Frederick,) don't think Marshall made a profit on his labor. The carpenters work could be annulled at any time by the Board when it was not satisfactory. In reference to the heating contract, Mr. Frederick read a specification of the work to be done which was advertised in the public prints. In response to the advertisement for proposals, four bids were entered, as follows:

H. L. McAvoy.....	\$5,800.00
Bartlett, Robbins & Co.....	7,788.00
Flynn & Emerich.....	10,923.00
Thos. C. Basshor & Co.....	9,500.00

The Board decided to award the contract for the heating apparatus to Bartlett, Robbins & Co., they being the lowest responsible bidders, and a formal contract was drawn up which Mr. Frederick read.

A desultory examination then ensued without eliciting any additional facts, after which, the Committee adjourned until Monday next, at 8 P. M.

The Committee met in Annapolis, Md., at 8 P. M., February 18th, 1878.

Present, Messrs. Brown, chairman; Snowden, Cox, Hardcastle and Harrison.

Absent, Messrs. Harig, Higgins, Hamilton and Spencer.

The clerk read the sworn testimony of the preceding meeting.

Mr. George A. Frederick, architect, read the contract entered into between the Board of Public Works and Joseph M. Marshall, resident Superintendent of the State House improvements, in which it appeared that the said Marshall was to receive two dollars and seventy-five cents per diem, for himself and carpenters, and one dollar and twenty-five cents per diem, for laborers furnished.

Joseph M. Marshall appeared, was sworn, and testified as follows:

Testimony of Joseph M. Marshall.

I went to the Governor and asked him to allow me to put in a bid for the State House work, (carpenter's). I then put in my bid to the Board. I think the Board received two bids, one from Daniel Caulk and one from myself. They decided to award the contract to me.

Mr. Frederick, interrupting Mr. Marshall, explained the action of the Board of Public Works in accepting Marshall's bid or proposal.

MR. MARSHALL:

We kept a pay-roll, day by day, of the mechanics on the building in a book. I rated every carpenter at two dollars and seventy-five cents per day, except one apprentice, twenty years old, who was rated at two dollars. I started at first with seven or eight men, then increased the number to twenty or thirty; then diminished to five or six men. I paid the men various prices—two dollars and two dollars and twenty-five cents—the majority two dollars and twenty-five cents.

BY MR. BROWN:

What are the regular rates paid to carpenters?

MR. MARSHALL:

It depends upon what a man can do. A good man, we pay two dollars and twenty-five cents. We have to make a profit on the men's labor.

BY MR. BROWN:

Do you make that a practice?

MARSHALL:

Yes, sir.

In response to questions from Mr. Snowden, Mr. Marshall said there was little work going on at the time, and there were plenty of men willing to work for two dollars. The highest wages I paid was to my foreman, who got two dollars and fifty cents.

BY MR. BROWN:

What was the proportion of wages paid?

MARSHALL:

One man, my foreman, got two dollars and fifty cents; all the others, thirty-one or thirty-two, got two dollars and twenty-five cents, except three men, who got two dollars. These carpenters were as cheap as I ever furnished; three dollars is the general price I get for them. I guaranteed the men to the State and had to furnish them if I had to pay five dollars per day, and I took the risk of the market. There was no fault found with the men I put on, save by myself. We always got one dollar and fifty cents a day for laborers; one dollar and twenty-five cents is the usual rate

paid to them. I paid them one dollar and twenty-five cents. I could have got them for less, but didn't think they could live on less, and gave them one dollar and twenty-five cents. Some of the carpenters were better than others. I adapted them to the character of the work best suited to their capacity.

BY MR. HARDCASTLE:

What is the name of your foreman?

MARSHALL:

Robert Rowe.

BY MR. HARDCASTLE:

The names of the three men who got two dollars?

MARSHALL:

—— Cully, John Smith, and John Davis.

BY MR. BROWN:

When you made your proposal to the Board, did you state what your contract now sets forth?

MARSHALL:

Yes, sir.

BY MR. COX:

Those men who were employed as laborers, what did they do?

MARSHALL:

They did pulling, hauling of lumber, excavating, mining, cleaned out building, &c.

BY MR. HARDCASTLE:

You got no other compensation save margin on hands?

MARSHALL:

None but two dollars and seventy-five cents for myself. My hands are all paid up.

BY MR. BROWN:

Was Mr. Frederick often here?

MARSHALL:

Mr. Frederick was here a great deal. Towards the latter part he was here nearly all the time. The Board were around all the time. I think it was generally understood that there was not enough money to do the work. Mr. Compton protested against the frescoing. I understood he

was afraid we would not get the work through in time. On one occasion he said he would not have the work done if he had the say about it. The Court of Appeals at this time had already been done. I think it was in reference to the Governor's room that he made this remark. It was informal. When the scaffolding was being put up in the House of Delegates he called the Governor aside and protested against its going up. I understood that it was in regard to time that he made this remark. I think he said it could not be done in the time specified, and that it had better be postponed until after the Legislature met and an appropriation made. The work was recommended by Mr. Frederick. Scaffolding would cost three hundred dollars or four hundred dollars to put it up.

BY MR. HARDCASTLE:

Was it new scaffolding or the old scaffolding used for the plastering?

MARSHALL:

It was partly old; it had been taken down when the flooring was put down. Mr. Frederick explained that the scaffolding was struck to save the flooring from sand and grit.

BY MR. COX:

Would it be better to fresco the green walls or not?

MARSHALL:

Just the same. The walls were thoroughly dry. Just as well then as at any other time. My out-standing claim is something over thirteen hundred dollars. I commenced my hands at seven A. M., took one hour for dinner. The building was pushed. I compelled the men to work half an hour at dinner and made up ten hours each day as near as I could.

BY MR. BROWN:

Where were the plasterers from?

MARSHALL:

Baltimoreans—most of them. Mr. Frederick interrupting, said, Mr. Marshall's province was to look after the mechanics. I held him accountable to me. During my absence I made him responsible for the work. The contract

I drew up stipulated as such. Where men had work in lump he had nothing to do with them, but where work was done by the day and time charged, it was his duty to see it carried out. You will see all the orders were signed by Marshall as resident Superintendent. I held workmen responsible generally, I held him responsible individually.

MASHALL, CONTINUING, SAID:

As far as possible I employed hands from Annapolis.

BY MR. BROWN:

Have you paid out any proportion of the money you expect to receive?

MARSHALL:

None at all.

BY MR. BROWN:

Did you superintend the digging out of the cellar?

MARSHALL:

Yes, sir; some places I filled up. The foundation was sapped by a fish pond like mush, and rain-water in other portions made mud; so it was fearful to underpin. I found the walls were composed of jack and river stones. It was hardly a mortar wall. The stones rolled out by the wheelbarrow-load. It took a long time to underpin, and had to be done very carefully and in sections. The foundation was very insecure. The walls were probably not over four feet in any place, except one hole, and that was twenty feet in circumference, where an old heater was placed. In underpinning we had to shore and jack. [Witness explained the method of underpinning.] We always use brick; cannot underpin with irregular slips, but have to use wedges of brick and cement. Could not underpin with old stone.

BY MR. HARDCASTLE:

The stone, you say, was very poor stuff; now, didn't it strike you as remarkable that it had stood one hundred years?

MARSHALL:

It was built with very poor brick; the mortar was the best I ever saw. I can find, though, plenty of cracks in the building.

BY MR. BROWN:

How about the floors?

MARSHALL:

I thought it necessary to make all new floors. The floors were rotten and sunken. The House of Delegates floor had fell in some distance, but it was a very difficult matter to see the condition of the floor at that time. The Senate floor was better than any. The joists in the House of Delegates were in splinters, 3x6 and 3x4—a little bit of anything and everything. Of the original joists, the majority were rotten in the wall. The timber was poplar. The large girders had also rotted. The Court of Appeals room was crooked and sprung. Three or four years ago, by order of the Board, I jacked the floor up about eight inches. The principal girders had rotted off or decayed, so no strength was left. They could not possibly have been braced up to stay. If I had a house of my own subject to this strain, I think I would have cleaned it out just as we did the State House.

Concerning the roof, Mr. Marshall corroborated Mr. Frederick's testimony as to its condition.

Mr. Marshall, continuing, and in response to questions, said: "It was necessary to have new door frames, to have uniformity and to get the building in shape. The House and Senate doors were put on to stay, but they failed for the purpose intended, and Mr. Thomas wrote me that he was ready to take them off and replace them."

In reply to a question from Mr. Hardeastle, Mr. Marshall stated that "he had never seen chestnut wood used before for doors," and that he saw it was green wood.

Mr. Frederick explained about the chestnut doors that Mr. Lawton guaranteed the wood would stand. Three days after they were put up, he wrote to him, and in response he (Lawton) stated he was prepared to furnish doors of any other wood. I (Frederick) wanted a light wood that would swing easily, of two thicknesses and grain reversed.

QUESTION BY MR. FREDERICK TO MR. MARSHALL:

Did I caution you about economy?

MARSHALL:

You were always cautioning.

Mr. Marshall also responded in the affirmative to interrogatories put by Mr. Frederick, as to whether he (Frederick) did not advise not to disturb anything that would stand: to look after the men; and that he found fault with lumber furnished, and examined things generally very carefully.

In reply to a question from Mr. Brown, Marshall said: Mr. Frederick never approached me about putting on hands, and, in fact, warned me to dispense with men when I had no use for them.

MR. FREDERICK, INTERRUPTING, SAID:

One occasion, Mr. Fenton spoke to me about a good mechanic that he would like employed. I said if he was a good man I would try and give him employment, and told Marshall if the man came down, to keep him, if he was worthy, as long as the work required. Another man was also recommended to me by Col. Walsh, up in Harford county. I knew him to be a good workman, and told Marshall, if he was taking on hands, I would like him to try him. Neither of these men ever came.

QUESTION BY MR. BROWN TO MR. MARSHALL:

Did you give out any sub-contracts?

MARSHALL:

No, sir. None whatever, except to hire men and go on with the work. I purchased nothing. Always sent to Mr. Frederick, or to parties that he directed me to. I consider all the lumber used as good material. My contract was with the Board of Public Works, but I looked to Mr. Frederick for directions.

BY MR. COX:

You knew about the original appropriation: did you have a talk with Mr. Frederick about the excess that would be incurred, and how you were to be paid?

MARSHALL:

I expected to be paid after I got through. Never took the matter much into consideration: it hardly came within my province to consider the excess above the appropriation.

My understanding was to go ahead and make it a good, permanent building. I had a talk with the Governor, and he agreed with me that it was best to do the work by the day.

BY MR. COX:

How far had you gone with the repairs when you discovered that thirty-two thousand dollars would not do?

MARSHALL:

I discovered it when the building was torn out.

BY MR. COX:

Who authorized the additional expenditure?

MR. FREDERICK, INTERRUPTING, SAID:

The Board had meetings as the work progressed. It seemed to be exceedingly distasteful to them to exceed the appropriation. When they found out thirty-two thousand dollars would not do, they thought forty-five thousand dollars would be enough; then found something else was wanting; so, in point of fact, there was no way of stopping. The Governor made it a point, two or three times a week, to go through the work. Sometimes the building was really unsafe. On one occasion, when the underpinning was being done, one-half the men appeared uneasy and I made it a point to go into the cellar and encourage the men by my presence, although I must confess that very often I felt very apprehensive for my safety. The Board discussed from time to time the work that was going on, and I remember a point of discussion that came up was, in case the demands of parties who were furnishing the material, &c., became urgent, how to satisfy them; but they came to no conclusion.

BY MR. COX, TO MR. FREDERICK:

When the building was made safe, how much had been spent?

MR. FREDERICK:

The amount paid out along from the first to the middle of September was about twenty-three thousand dollars, but at that time we had obligated ourselves for more. I suppose the approximate figure would be thirty-five thousand dollars to thirty-six thousand dollars.

BY MR. COX:

Then, from that time, including the necessary work to be done to make the building habitable, what would the expense amount to?

MR. FREDERICK:

To complete without frescoing?

MR. COX:

Yes, sir.

MR. FREDERICK:

About sixty-eight thousand dollars.

MR. COX:

That is to make the building habitable, not including the furniture?

MR. FREDERICK:

Yes, sir.

MR. COX:

That you considered all that was absolutely safe and necessary?

MR. FREDERICK:

Yes, sir.

BY MR. HARRISON:

Did you suggest furnishing with carpets, chandeliers, &c.?

MR. FREDERICK:

It was suggested to me in the first place. I did not recommend furnishing the House, but may have done so. The old carpets were a sorry lot, and the furniture throughout—well, I wouldn't have taken them if presented to me as a gift. Some of the pieces, however, were right good. At one of the meetings of the Board, talk came up about re-furnishing the first floor, and after an exchange of opinion, we seemed to think it awkward to furnish one part of the House and not another: so, one thing and another was contracted for, the Board authorizing it. Of course I was anxious that the work looked well.

Joseph T. Jewell, bricklayer, was sworn and testified as follows:

Testimony of Joseph T. Jewell.

I did the brick work for the State House. There was a contract, I believe, but I didn't sign any. I made a proposition to the Board to do the work by the day and furnish bricklayers at two dollars and seventy-five cents, and hod carriers at one dollar and fifty cents per day. I paid my men two dollars and fifty cents, and to hod carriers one dollar and fifty cents to one dollar and twenty-five cents. Ordinary wages I pay is three dollars. I worked three or four or seven or eight men, besides myself, as the work demanded. I did most of the underpinning. A good class of brick was used. Haven't an idea of the number of bricks put in. Mr. Jewell then corroborated previous testimony as to the condition of the cellar before and while the underpinning was going on, and continuing, said: I didn't look for much work at first. I don't remember the whole amount of my bill. There is something over one thousand dollars still due me. My men are all paid. I kept a time book and reported every night to Mr. Marshall. Every month I made up my men's time and compared it with the account kept by Mr. Marshall. It had to be correct with Mr. Marshall's time book before he would sign it. I looked to Marshall for directions under instructions from Mr. Frederick. I settled with my hands every Saturday, and rendered my account every four weeks. I was paid up to October, but not for November and December. In response to questions Mr. Jewell stated that three or four hundred thousand brick were laid in the cellar, and seventy thousand in the floor. He got a solid foundation, and paved three or four inches outside of the walls. He applied to the Board for the job because he knew that an appropriation of thirty-two thousand dollars had been made. All the Board were away when he commenced his work. He handed his proposition to Col. Woolford. He thought Watkins, also, put in a bid. His proposition first was for three dollars and twenty-five cents, and one dollar and fifty cents, but Watkins' proposition was for two dollars and seventy-five cents. Watkins was satisfied with the plastering, and he came down

in price after Marshall persuaded him, but was not at first satisfied, because he thought he could do better outside. There were no published proposals; heard the job was going to be done by the day. Mr. Frederick explained that Jewell's proposition was accepted and held by the Board as a certificate. In response to further questions, Mr. Jewell said: I was working with the idea that I would be paid at once for my work. Don't know much about money matters, and didn't know there was no money left until I presented my certificate for pay. I thought the State would make it all right, and that some arrangement would be made soon by Col. Woolford. I gave no percentage for the contract. Had no such thing suggested to me.

James H. Vansant sworn, and testified as follows:

Testimony of James H. Vansant.

I did the excavating and hauling. I merely heard it talked around town that the work was going to be given out. I went to the Governor, and he told me to put in a proposal, which I did.

Mr. Frederick here read the proposal of Vansant, which the Board authorized him to accept: for cart and horse, at two dollars and fifty cents per day; one dollar and twenty-five cents for labor, and hauling lumber at fifty cents per thousand feet from either the steamboat wharf or railroad depot.

MR. VANSANT, CONTINUING:

The regular price for horse and cart is two dollars and fifty cents, and regular rate for labor is from one dollar and twenty-five cents to one dollar and fifty cents. Some men here get one dollar and fifty cents, but the State only allowed one dollar and twenty-five cents. I furnished my own horses and carts, and hired drivers, and paid them one dollar and twenty-five cents. I was paid off once in every four or five weeks. There is something over four hundred dollars still due me. Mr. Marshall regulated my hauling. Mr. Frederick hurried me along and pushed up the work. I didn't haul the sand and brick; Owens did that. Have no idea of the number of cart loads of dirt hauled out of the cellar.

BY MR. HARDCASTLE:

Where did you haul the dirt?

VANSANT:

About four squares distant, to a dump back of the jail. It was the shortest point and most convenient. I didn't haul away anything but the rubbage and refuse. It is all now in the dump. My profit was in my horses and carts. Did not divide profits, or pay anything for my contract. I had from two to six carts in use as they were needed. I furnished hands to do the digging. We took the dirt out in wheelbarrows, because we couldn't get it out in any other way. Mr. Marshall kept an account of my time, and the bills were revised and endorsed by Mr. Frederick after Mr. Marshall. Once or twice time was taken off my account and not allowed to me. Once, one day was put on, and one day on my roll, but not on Marshall's, was not allowed. I consider the compensation but fair only. I expected to get men for one dollar and ten cents, but I saw the men were in bad condition, and to their surprise paid them the full one dollar and twenty-five cents. I had lumber hauled at twelve o'clock at night in order to facilitate the work. There was a general complaint among the men about being pushed to death on State work.

J. W. Kalmey, sworn and testified as follows:

Testimony of J. W. Kalmey.

I did the painting for the State House. I called on the Board and made a proposal, which was accepted. I was to get two dollars and seventy-five cents per day and furnish the tools and rigging. The work was to be done under the supervision of the Architect. My men were all rated at the same price. I paid them different prices: the bulk at two dollars and twenty-five cents, which was the highest wages I paid, and that down to two dollars per day. I had on from three to twelve men; the average was seven (7), as the work necessitated. The force was regulated by Mr. Marshall and Mr. Frederick. They were hurrying me all the time. My usual charge for hands is three dollars per day.

Have paid my hands two dollars and fifty cents. I generally estimate to make fifty cents a day on each hand. In my judgment, I did a first-class job of painting. Two or three of the men were from Baltimore. One was recommended by Mr. Frederick, who was a good hand. Never paid any commission for my contract. Did not know of any other bids. There is one thousand four hundred and twenty-seven dollars coming to me now. My hands are all paid up. The Board were around pretty often, and I saw Mr. Frederick and them together in frequent conversation.

BY MR. FREDERICK:

Did you furnish any material?

KALMEY:

I did furnish a little, and was allowed for it only at wholesale prices. I consider all the material used as being as good material as can be bought.

George G. Watkins, sworn, and testified as follows:

Testimony of George G. Watkins.

I did the plastering. My proposal was to the Comptroller. I was to furnish hands, including self, for two dollars and seventy-five cents per day—laborers at one dollar and twenty-five cents. I live in Annapolis. As long as the rest were putting in bids, I thought I would do so too. I understood Jewell put in a bid for both the brick work and plastering. I went to the Governor and asked him to give me the job of plastering. Had no talk with Jewell about a compromise. The contracts were not given out until two weeks after the bids were put in.

Mr. Frederick explained that the Board thought best to separate the two works, and awarded Jewell the brick work, he coming down in price, and as Watkins was the lowest bidder, he was entitled to the plastering work.

MR. WATKINS, CONTINUING:

I paid my men two dollars, two dollars and twenty-five cents, and two dollars and fifty cents per day. I look for profit on the men furnished: that is the usage. I commenced my work on the 9th of August with four to twelve

men, from that up to the middle of November, twenty-four to twenty-five men. The lime was furnished by Jacob Green, of Baltimore. I consider the material used of the best quality that could be furnished. I never used better. The sand was furnished by Collins, a puny captain, and was brought from Severn river by the cargo. It was very sharp, and took a large quantity of lime. Mr. Marshall directed me in my work, except when Mr. Frederick was here, who then looked after things himself. My time was kept every day by Mr. Marshall, and my account book had to correspond with his at the end of the month. Sometimes there was a difference between the two accounts, but Marshall got the best of it. The men had to be at work, or they would be docked. I think I did a first-class job of work. The plaster was put on entirely new lathing throughout. The lathing was of white pine, and of the best material. No old material was used. The old laths taken off were of split yellow pine. My bill is three thousand one hundred and eighty dollars, which is still due me. I have not received anything since September.

BY MR. HARRISON:

You think Mr. Frederick had an eye to economy throughout?

MR. WATKINS:

Yes, sir.

BY MR. FREDERICK:

Did you not have a claim for fifty or sixty dollars for material furnished?

MR. WATKINS:

Yes, sir; that was for two sets of fine sieves which had been worn out. You would not allow the claim: said you were not in the habit of allowing for material destroyed by work.

In response to a question, Mr. Watkins said: I think everything was managed as well as could be managed.

Mr. Frederick here explained that while contracts allowed for the time of bosses inclusive with the work of the men, he required the time of the bosses to be made separate as

an extra safeguard. Not that he had reason to distrust any one, but by this arrangement he could see at a glance how the time was being made, and thus keep their attention to the necessity of keeping the work up to make their per diem.

Mr. Marshall stated, that fifty or sixty days was put in afterwards for odd jobs—altering doors, shelving, putting locks on, &c., &c.—general work in winding up a building. I rendered an account for this work, but the House and Senate did not seem disposed to pay the claim. The work was done between January 9th and February 1st. I closed up my first account on January 9th.

Mr. Frederick asked Mr. Marshall for an expression of opinion as to the general character of the repairs upon the State House, when

MR. MARSHALL SAID:

Everything is first-class. The prices are reasonable, especially the joists, which were furnished at a lower price than I ever knew of before.

TESTIMONY OF THE BOARD OF PUBLIC WORKS.

The Committee met, February 20th, 1878, at Annapolis. Present Messrs. Brown, Hamilton, Snowden, Cox, Hardcastle and Spencer.

Governor Carroll, Col. Levin Woolford and Barnes Compton, Esq., the Board of Public Works, were sworn. Prior to the Governor commencing his testimony, by direction of Chairman Brown, the clerk, Mr. Robert H. Ford, read the testimony of Architect Frederick in the investigation into the State House repairs. The Governor then proceeded:

Testimony of Governor Carroll.

Mr. Frederick's statement is as near correct as I could state myself. We wrote to Mr. Frederick to come down, and he proceeded with the work as he stated. In his estimates, I remember there was one for one thousand dollars for a room with balcony in front with the details. We discarded this plan and concluded to use this room as the private room of the Governor—removing the Adjutant General to the Armory.

In response to a question by a member of the Committee, Were you not forced to proceed with the work as contemplated in the estimates of the acts of 1876?

GOVERNOR CARROLL SAID:

The original estimates of Frederick did not exceed the appropriation. To the best of my recollection, we entered upon the work in accordance with the appropriation of the Legislature, based upon the estimates of Mr. Frederick.

Mr. Hamilton here raised an objection, as to examining the Governor as the representative of the Board of Public Works. He said, It is a delicate position in which I am placed, but I think it is proper that we examine the Governor solely on his individual responsibility.

Mr. Hamilton, at the suggestion of Chairman Brown, put his objection in the form of a motion.

The motion being put, the Committee unanimously rejected it—Mr. Hamilton alone voting in the affirmative.

Mr. Hamilton, having been made acquainted with the fact that all the members of the Board of Public Works had been sworn, the Governor merely acting as their spokesman, he withdrew his objection.

MR. COMPTON, SAID:

There was no difference between the original estimate and the appropriation.

THE GOVERNOR THEN CONTINUED:

I don't remember the precise terms of the agreement with Mr. Frederick. It was about what he said—five per cent., but it was certainly the regular rate allowed to architects—precisely the same terms I would make for the super-

intendance of my private dwelling. The agreement was made by unanimous action of the Board.

MR. COMPTON:

My recollection is that we contracted, in the opinion that the estimate of Mr. Frederick was correct. We couldn't tell how far the appropriation would go until the building had been stripped.

MR. WOOLFORD:

It was an entirely verbal agreement with Mr. Frederick. He had made an examination at the request of a committee of the Legislature, and we looked upon it that the Legislature thus had in a measure entered into an agreement with him.

BY MR. HAMILTON TO THE GOVERNOR:

Did you think yourself justified in giving a commission on the amount of the appropriation, thirty-two thousand dollars?

THE GOVERNOR:

We were not limited as regards the commission by the act of appropriation.

BY MR. HAMILTON:

Was it not your understanding that Mr. Frederick was to receive five per cent. only on the thirty-two thousand dollars?

THE GOVERNOR:

I never contemplated that the cost would exceed the thirty-two thousand dollars' appropriated.

BY MR. HARDCASTLE:

Had the Board a copy of the plans and estimates brought down by Mr. Frederick?

THE GOVERNOR:

I don't recollect. We examined them very critically. I think, though, Mr. Frederick has them.

In answer to general questions, as to the condition of the State House while the improvements were being made, the Governor stated that Frederick's testimony was absolutely correct, and, continuing, said: "While the underpinning was being done the Board began to realize that a great deal

of money would be necessary to complete the repairs. You will find at the end of my message the number of feet pinned up in the cellar, and other details of the work."

BY MR. COX:

I see that twelve thousand dollars is appropriated by the Acts for heating apparatus, does that call for and include the excavation of the cellar?

THE GOVERNOR:

You see, we had no idea at first of the cost of the excavation, but the appropriation of twelve thousand dollars was of course for the proper introduction of the heating apparatus.

Continuing his testimony, the Governor said:

As the work progressed we became convinced that the building was in a very much worse condition than any one anticipated. To Mr. Frederick was intrusted a general supervision over the whole work. We didn't limit him, but left him to do what he thought was necessary for the securing of the building. The iron beams and flooring were originally estimated for. We awarded the proposals for material to the lowest bidder. We were anxious to give them as far as possible, to Annapolis people. The lumber men here were too high by one thousand dollars, and we concluded to award the contract for lumber to Swain & Banks, of Baltimore.

MR. WOOLFORD:

We would not have gone into the work if we had not been convinced that the appropriation was enough.

MR. COMPTON:

And when we had commenced it, we had the alternative presented of either going on and take the responsibility of exceeding the appropriation, or hire quarters for the Legislature to meet.

Mr. Hamilton here moved to defer further examination of the Board of Public Works until the Architect's estimates were had, as they were in point of fact the basis of the examination.

Messrs. Harrison and Hardeastle objected.

The motion being put, it was lost.

THE GOVERNOR THEN CONTINUED:

The work progressed. Excavation going on, flooring taken up, and the building literally stripped. There we were with nothing but the outside walls standing, and in our judgment we had no alternative but to finish the work of repair. We soon saw that the cost would exceed the appropriation, but we had no alternative than to go on and finish, cost what it might; besides, we were acting under contracts already made. We thought it more economical to strip the building while the excavation of cellar was being made, and we made up our minds to go through with the work and fit it for the usages of the State. I think the Board undertook the work in the belief that the amount would not exceed the appropriation. We were fully justified in this opinion under the estimate of the architect appointed by the Legislature and the State.

BY MR. HAMILTON:

What authority had you to go beyond the appropriation?

THE GOVERNOR:

We went so far as the cost of the work that was being undertaken, and exceeded the appropriation in so far as to complete that work.

Concerning the award of the heating contract, the Governor said: "The Board had to decide upon the responsibility of men to finish the work, and their capacity to do it. We regarded McAvoy's bid as a straw bid, and concluded to give it to men who were responsible and who reasonably approximated what we thought was a proper price."

In response to a question of Mr. Hardcastle, the Governor said: "The Board required the architect to audit all the bills for material and labor. We paid off the mechanics, because others to whom the State is indebted could better wait for their money."

As to Marshall's contract, the Governor said: "Marshall's contract we considered reasonable compensation, and made agreement on that basis."

BY MR. HARCATTLE:

About the wages paid by the contractors to the men?

THE GOVERNOR:

I think that was none of our business.

MR. WOOLFORD:

I think it was understood the men were to get two dollars and a half.

THE GOVERNOR:

Yes, I believe it was.

In response to a question, the Governor said: "I don't remember the exact time when the discovery was made that the cost would exceed the appropriation.

BY MR. COX:

What amount was spent above the appropriation to make the building habitable?

THE GOVERNOR:

I consider the work only completed when actually finished for the meeting of the Legislature, apart from the frescoing and the furniture. I suppose the excess is covered in the amount due for lumber, plaster, &c. It is difficult to say what was a fit condition of the building for use. We could have finished in a plain, simple and Quaker-like way, but we didn't think that was the proper thing to do. If we did the work slovenly and in a plain manner, we did not think we would be justified in exceeding the appropriation. I don't think, however, we could have done it for any less money. We could have put back the old furniture, but it would have been a disgrace and discredit to the new building. When the building was torn to pieces, we considered it our duty to finish it, and finish it we did, in the best manner for the usages of the State. We put in the best material, and trust to the Legislature to endorse that work as the work of the State. If anything is wrong—money made unduly or unfairly—then there is fair cause for criticism; but, as far as I am informed, no such charge has been brought. The absolute and complete restoration of the State House was a necessity.

BY MR. HARDCASTLE:

Had the Board information from Mr. Frederick as to what would be the amount of the excess over the appropriation?

MR. COMPTON:

"It was hardly possible to determine it. We were forced to contract by the day, and could not determine what the excess would be.

THE GOVERNOR:

Such an estimate was not called for.

MR. COMPTON:

We had no definite idea of the magnitude of the work until it was developed as we went along.

Further desultory testimony ensued without eliciting any additional facts, after which the committee adjourned.

The committee met February 25th, 1878. Present: Messrs. Brown, Higgins, Snowden, Cox and Spencer.

Wm. E. Banks, of the firm of Swain & Banks, was sworn and testified as follows:

Testimony of Wm. E. Banks.

"I furnished the lumber. I was notified that opportunity would be offered for my putting in a bid."

Mr. Frederick then read proposals of Swain & Banks, Tunis & Bro., of Annapolis, and Taylor & Sprigg, of Baltimore, submitted April 10, 1877; also, a note explaining that whatever lumber was shipped at Baltimore was at the rate of one dollar per thousand feet, delivered at Annapolis.

MR. BANKS CONTINUED:

The lumber furnished was Georgia pine narrow flooring, and is worth thirty-five dollars, thirty-seven dollars and a

half and forty dollars in Baltimore, in the yard, not delivered. There is none better; I consider it as good as any I ever saw. The joists are worth from fifteen dollars to sixteen dollars in Baltimore. They are also first-class. I did not furnish them for fifteen dollars or sixteen dollars, but for twenty-three dollars. I consider it a low bid for Georgia joists, which were all heart. I have never furnished flooring for as little money.

MR. BROWN:

What was scantling furnished for?

MR. BANKS:

Fifteen to sixteen dollars. They are worth according to length fifteen to eighteen dollars.

MR. BROWN:

Did you pay any commission for the contract?

MR. BANKS:

Not one cent. There was no intimation of any such thing, the prices were low enough without any margin.

MR. FREDERICK:

W. W. Tunis & Bro., of Annapolis, offered scantling at thirty dollars, and joists of S. C. or Georgia pine, twenty or twenty-two feet long, best 5/4 pine flooring not over three and a half inches wide, at thirty-seven dollars and fifty cents; good 4/4 white pine cullings at twenty-seven dollars and fifty cents; scantling, eighteen dollars. Messrs. Taylor & Sprigg, prime yellow pine at twenty-five dollars; heart yellow pine at twenty-seven dollars and fifty cents, delivered at Annapolis; 3x4 yellow pine scantlings at eighteen dollars; 5/4 flooring at thirty-five dollars; good cullings at twenty-two dollars, at depot in Baltimore. The State now owes Banks four thousand eight hundred and twenty-nine dollars.

MR. BANKS:

Georgia lumber is considered the best; it was ordered from time to time by Mr. Frederick, or telegraphed for by Mr. Marshall.

MR. BROWN:

Mr. Frederick never intimated any thing to you about discount?

MR. BANKS:

No, sir. Nobody was interested in my bill but Swain & Banks.

MR. HAMILTON:

In letting these contracts is it not an understanding that there is a commission allowed?

MR. BANKS:

Hardly understood. It may be supposed sometimes.

MR. BROWN:

Has there been any complaint about the lumber not coming up to the specifications?

MR. BANKS:

No, sir.

MR. HIGGINS:

Was any rejected?

MR. BANKS:

No, sir.

Thomas Jenkins, of the firm of Henry W. Jenkins & Son, was sworn and testified;

Testimony of Thomas Jenkins.

We were notified by Mr. Frederick, and put in bids for all the furniture and other parts of the State House. Specifications were sent to me. We got the Post-Office case in the lobby, six or eight chairs in the Senate and reception room. Mr. Frederick read proposals. He made estimates for the Speaker's and President's room, for the Committee rooms of the House and Senate Chamber, and for the Governor's room. A tabulated statement of the proposals was received.

MR. HIGGINS:

Were these proposals advertised?

MR. FREDERICK:

No, sir. Five men were invited to bid.

MR. HAMILTON:

Who invited them?

MR. FREDERICK:

Myself, with the concurrence of the Board. They were Jenkins, Renwick, Knipp and Harrington & Mills. In my own

practice I never advertise; my ends are subserved better by not doing it. In the first place, it saves time and limits the number of bidders to good people, who are more responsible.

MR. HIGGINS:

In other words you only obeyed the instruction of the Board?

MR. FREDERICK:

Yes, sir; they left a certain number of things for me to do, and I did them.

MR. HIGGINS:

Have you ever sold similar wardrobes for one hundred and eighty-five dollars?

MR. JENKINS:

Never before. The design of the post-office was new.

MR. FREDERICK:

Knipp bid on the post-office, as well as Jenkins.

Knipp bid Senate post-office.....	\$298 00
House post-office.....	177 00
Total.....	<u>\$475 00</u>
Jenkins bid, Senate....	\$285 00
House.....	185 00
Total.....	<u>\$470 00</u>

The contract was awarded to Jenkins.

MR. BROWN:

Did you ever agree to pay a discount?

MR. JENKINS:

No, sir; nothing was ever said about it in any manner, shape or form.

MR. FREDERICK EXPLAINED:

Mr. Jenkins' bid for furniture of Senate and reception room was three hundred and seventy-nine dollars, including freight. Mr. Knipp bid three hundred and seventy-seven dollars, not including freight. Mr. Jenkins said the freight would be six dollars, which made a difference of four dollars in Jenkins' favor. In response to

an inquiry, Mr. Jenkins said he had actually lost money on the tables and the two cases for books and bills. Mr. Jenkins' bid was accepted on the 6th of December, 1877, and the articles furnished January 1st, 1878. His bill against the State was eight hundred and fifty-one dollars. He was present when the bids were read out, and everything was all right and satisfactory. Better work could have been turned out, but it would have cost more. Don't see how any one could have furnished them for less. Think the State got fully sixteen dollars worth in each desk. They ought to last fifty or one hundred years. All wood is affected more or less by a change of atmosphere. As an example, canes made of the steeple of the old Second-street Church, Baltimore, in two or three days shrunk perceptibly, and the ferrules fell off.

Mr. Thomas Hayward, of Bartlett, Robbins & Co., was sworn and testified :

Testimony of Thomas Hayward.

We did the heating. Our bill against the State is seven thousand seven hundred and seventy-eight dollars. McEvoy was below us. I think we have complied with all the requirements of the contract.

MR BROWN:

Could you not have heated the building by a pit in the cellar?

MR. HAYWARD:

No, sir; not by indirect radiation. I was present when bids were opened, and afterwards a number of times superintending my work. I do not expect to pay any commissions. I do not think McEvoy is in the habit of heating large buildings. One attempt at South and German streets failed. No reason was given me for acceptance of my contract, except that the lowest bidder was not considered responsible. I was so informed at the time I signed the contract. I hold myself responsible for the proper heating of the State House. Have not received any part of my bill. The State owes me, also, for some little things, including ventilators for chimneys.

George Brewer, General Freight Agent Annapolis and Elkridge Railroad, was sworn and testified:

Testimony of George Brewer.

Made contract for freights with Mr. Frederick below the regular rates.

For Cement, I charged \$1.15; regular rate, \$1.60			
" Lumber, " 1.20; " " 1.60			
" Slate, " 1.35; " " 1.60			
" Lime, " 1.40; " " 1.60			

The reduction was to induce dealers to ship by rail instead of boat. I made arrangements with the Baltimore and Ohio, and Baltimore and Potomac Railroads, and gave Mr. Frederick the benefit of the arrangement.

MR. FREDERICK, INTERRUPTING:

Nothing was shipped over the road except by special contract. The rate was always made beforehand.

MR. BREWER:

I made arrangements for furniture at special rates, at eight cents per hundred, or two dollars a ton. The withdrawal of special rates is always allowable on railroads. I found the rate would not do, and, notwithstanding the remonstrances of Mr. Frederick, I revoked the special rates on furniture. Mr. Frederick threatened to stop hauling over the road. All railroads will make mistakes sometimes. The rate fixed December 1st, was ten dollars a car-load, and small lots ten cents per hundred. We calculate eighteen thousand pounds of furniture to a car-load, but can't get that much in.

MR. FREDERICK:

These were assumed weights. I was fighting for actual or positive weights, and insisted upon them.

MR. BREWER:

We calculated for sixteen dollars or eighteen dollars a car load for furniture.

MR. FREDERICK:

I made the best arrangement at ten dollars, but insisted on positive weights, and refused to pay in bulk; I have a

bill against the State of about one hundred and twenty dollars and seven cents.

MR. BROWN:

Did you agree to pay any commissions?

MR. BREWER:

In some instances I deducted for freight charged.

John A. Renwick was sworn and testified:

Testimony of John A. Renwick.

Was notified by Frederick, and put in four or five bids on furniture in the House and Senate. Our bid was in excess of others as regards desks; our bid was thirty-five and thirty-six dollars. Others' bid was sixteen dollars. I was perfectly satisfied we had no show in the contract, and wanted to leave the place at once. Think the desks are worth sixteen dollars; have not seen any shrinkage. Seasoned wood will shrink; don't know so much about warping.

Mr. Knipp was sworn and testified:

Testimony of Mr. Knipp.

Our bid was very close to that of Jenkins. We made no arrangement about paying commissions. The two carved wardrobes, made by special request of Colonel Holliday, were additional, and furnished since by proposal. I think my bid was put in very low—about cost; it was a dull season. Would not agree to make them for private parties at the same price. My bill is about two thousand five hundred and six dollars and fifty cents, not including ninety dollars for wardrobes. The understanding with Mr. Frederick was that, if any trouble came about them, Colonel Holliday would pay for them. I think the contracts were given out squarely. Frederick exhibited drawings of every article of furniture.

Mr. Frederick alluded to his course as architect, and referred to the past fifteen years, in which he had been well known in his profession. He asked each of the witnesses

present if he had received any commission. He asked the question, he said, merely to assure the committee that these things had been done on an honorable basis.

Messrs. Renwick and Hayward corroborated Mr. Frederick's assertions.

Mr. Elisha Harrington, being sworn, Jr., corroborated the statement of previous witnesses. Their first bid was for furniture for the Senate and House; did not bid for any more. Mr. Frederick accepted our bid October 29; we accepted the contract the next day. It was to be filled by December 15; it was a great deal of work to do in a short time. We consider the desks very good; the wood was unusually dry.

MR. BROWN:

How do you account for the desks being so cheap in comparison with the bid made by Renwick?

MR. HARRINGTON:

I account for it because we make a specialty of furnishing desks to public buildings. We have furnished the Department of State at Washington, the Michigan State House, the New York Post Office, and others. These desks were made by good workmen, and one man could remedy all defects complained of in a day or two. The wood is much better than common, and the defects are very natural, arising from heat. There was not much profit in them. If we knew then as much as now, we would not have undertaken the work. We are in the habit of bidding on public work, and of giving close estimates. We paid one dollar a piece for locks; if we had paid but twenty-five cents there would have been no trouble. These locks are nicely adjusted. Our bill is five thousand seven hundred and forty-four dollars and forty-six cents. This includes a railing in the Senate and raising the President's desk. It is not true that Lanahan has any claim on us; he is simply our attorney, and never had the first cent's interest in it. We have agreed to pay no commissions. Our desks are under harder usage than any other furniture in

the House, and we warrant them to be what the contract calls for. Our work is all through the City Hall, and we have been frequently complimented upon it.

The committee then adjourned.

The committee met February 27th. Present, Messrs. Brown, Higgins, Harig, Hamilton, Harrison, Harcastle, Snowden, Cox and Spencer.

John L. Lawton, of Joseph Thomas & Sons, Baltimore, was sworn.

Testimony of John L. Lawton.

MR. BROWN:

What did you furnish in the building?

MR. LAWTON:

Doors, mouldings and brackets. I was notified by Frederick, and put in proposal; was not present when the bids were opened; was notified by letter.

Mr. Frederick read letter, and said we had a number of proposals, and as work developed, made separate contracts as far as we could. The first proposition was for mouldings, &c., for cornice; it amounted to three hundred and sixty-five dollars, and was dated May 15, 1877. The third proposition was accepted June 26th. We found, upon work on the roof, that the base of the dome and woodwork decayed, and it became necessary to renew capping; for this the charge was twenty-eight cents per lineal foot, amounting to fifty-three dollars and seventy-six cents. On June 8th, the second proposition was accepted. It was for window-frames, &c. The amount was one thousand four hundred and sixty-eight dollars and twenty-five cents, scattered through as we ordered them; also for mouldings, at thirteen dollars and sixty cents per hundred feet as we used it. Thomas was the

only one bid on this work. The reason for this was, we wanted it done in a great hurry, and the reputation of the house satisfied us that no advantage could be gained by competition. If Lawton was lead to believe that he had competition; it was a matter of inference on his part.

MR. LAWTON, INTERRUPTING:

This is the first time I knew there was no competition. The amount of our bill was three thousand three hundred. or three thousand four hundred dollars. We have received five hundred dollars of this amount. The bill is now two thousand eight hundred and ninety-three dollars and sixty-nine cents.

MR. FREDERICK:

The next estimate was on September 6th, for doors, &c.; it was seven hundred and sixty-four dollars and seventy cents. I went over this estimate in detail with Norwood, and had it reduced to five hundred dollars. The agreement is signed, Jos. Thomas & Son, per Norwood. The reduction is an actual reduction, excepting forty-eight dollars, which was for pilasters gotten out at the State House. Another proposition was received October 15th; it was for panel jambs and extra single doors and transoms. It was thirty-seven dollars for three of each. Another proposition was for lower doors and parts in the upper part of the building. Other doors were higher. They were wider double doors and cost about thirty-six dollars each, including jambs. There was a reduction of twenty-five per cent., which brought them down to twenty-seven dollars. On November 12, 1877, there was another proposition for plain doors, for closets and cellar, seven in number, including two sets of frames. The price was sixty-three dollars and fifty cents, or about nine dollars each. November 29th, another proposition was received for the walnut veneered outside doors of the vestibule and gallery, with posts, rails and gallery work complete, and amounted to one hundred and eighty-five dollars. Dec. 14th, 1877, proposition was received for chestnut doors at fourteen dollars.

Mr. Lawton testified in connection with these doors, corroborating the statement of Mr. Frederick.

Mr. Frederick read a letter dated January 15th, 1878, holding himself personally responsible and suggesting the return of these doors, and that their price be deducted from the bill.

MR. HARDCASTLE:

Did you ever have any trouble or complaint before?

MR. LAWTON:

No, sir. They use them in Boston. I cannot account for it; possibly it was caused by glueing two thicknesses together. The lumber was in my own yard. I never knew it to fail before.

MR. FREDERICK:

In awarding the contracts, I told you, you could make them if filled and finished, although fourteen dollars did not include finishing by shellac and varnish. It was so accepted.

MR. LAWTON:

I made the estimates, or Norwood for me. The prices were not always strong. I thought there was competition, because I lost some of the jobs bid on. I was not present at the bids for lower work given out. If the doors have drawn apart, it has not been for want of good material and workmanship. I will warrant everything except the chestnut doors. Anything would warp when subjected to the heat and dampness in this building. I took especial pains with all the work.

MR. BROWN:

Was all the wood-work thoroughly seasoned?

MR. LAWTON:

Yes, sir. All the moulded work, the sawed work used in the construction of the building, the frames, doors, sashes, outside shutters and all the usual joiners work.

MR. FREDERICK:

Some of the frames were made here.

MR. LAWTON:

I aim to have everything first-class: it would not make a particle of difference if it was private work. I put it down

as low as possible and expected that it went into competition. I do not expect to pay any commission. I have never had a hint to that effect. I don't know of any person receiving any commission. I have been working for Frederick ever since he has been in business. I never allowed him a cent for anything. It is not customary to pay architects. I have lost contracts many a time because I would not do it. It is something I am decidedly opposed to. I never lost any work from Frederick on this account. I expected to get my money as soon as my work was completed. We have been in business forty odd years. I have been there since I was a boy of thirteen years.

Mr. BROWN:

On the whole of the proposals, do you consider the estimates as low as for a private party; that is fair estimates?

Mr. LAWTON:

Yes, sir.

Mr. Frederick stated that in connection with the work in the Court of Appeals, he received estimates from Thomas and Knipp for cases and bench. It was dated September 21st. Thomas' bid was two hundred and ninety-five dollars; Knipp's, two hundred and eighty-three dollars, not including fit. Knipp got the work. Drawings were made for the work and furnished to both persons. On the 9th of October the Court notified me that another case was necessary. Knipp made it for eighty-three dollars—making them all equal. On the 1st of October I received propositions for counter, desk-rail and bench in Court of Appeals, from Thomas, at seven hundred and sixteen dollars, and from Knipp at four hundred and eight dollars. The drawings were the same. On October 8th it was desired that a change should be made. The additional charge for the change and round corners on the counter was twenty-five dollars. On October 5th I received propositions from Thomas and Knipp for three cases, running the length of the wall, in the clerk's and consultation rooms—from Thomas, in walnut, one thousand four hundred and four dollars; in pine, one hundred and ninety-five dollars. If

the latter was used the painting and graining would cost at least two hundred dollars. Knipp's bid was one thousand and eighty-nine dollars, in walnut. He got the work.

MR. SNOWDEN:

It was then clearly a necessary matter to get the walnut?

MR. FREDERICK:

Yes, sir. There were no other bids for that work. The Court of Appeals was finished December 1st, but they objected to coming into the building while the hammering was going on.

MR. LAWTON:

I was perfectly satisfied with the manner of awarding the bids. I had every confidence in Mr. Frederick.

TO A QUESTION BY MR. BROWN:

It is not customary to be present when bids are opened.

John C. Knipp being sworn, said:

Testimony of John C. Knipp.

We put in bids for furniture in House of Delegates, Senate, Court of Appeals, Senate Post-Office, President and Speaker's rooms, and Committee rooms. I was present when the bids were opened; mine was next to the lowest. My bids for desks in the House of Delegates, was twenty-two dollars and fifty cents. Harrington & Mills' was sixteen dollars. I think they are the cheapest desks I ever saw made. I would not undertake to furnish them, for the price.

IN REPLY TO MR. HARDCASTLE:

We put such articles together by doweling, mortieing and glueing. I would not put dowl in morticed joint; I would simply glue it. I was satisfied with the awarding of the contract to Harrington & Mills, when they went into competition with us. I have not noticed any shrinkage. I know, by experience, that first-class wood, well seasoned, is liable to shrink. I never allowed any commission, nor received any proposition to that effect. I am not in the habit of paying architects. I never paid any money to Frederick.

QUESTION:

Were you satisfied the award of the contracts was fair?

ANSWER:

I know it.

Wendell Bollman, of the Patapsco Bridge and Iron Works, sworn:

Testimony of Wendell Bollman.

I have no partner. I furnished the floor-beams, castings and rods of roof. Frederick said I was high, but he would like to give me the work. I was notified by Mr. Frederick. I was not present when the bids were opened. I saw, when the building was stripped, the bad condition of the joists under the floor; they were rotten; especially in the cellar and walls. I took a general look at the building. Part of the roof was stripped, part not. I noticed the roof was in a bad condition. The sheathing was rotten. As a man of experience, I advised new ceiling by all means. The roof was in a dangerous condition. I noticed the flooring, as well as the timbers were rotten; mostly dry rot. I did not consider them safe for the floor. I have not noticed any evidence given in the newspapers. I have been away.

Mr. Frederick read a letter from the Phoenix Iron Company, whom he said were experienced men in iron work. They wrote, March 27th, approximating the weight and amount of iron. The amount was two thousand and fifty-one dollars and twenty-eight cents. I revised the drawing and submitted it. They returned a second estimate of one thousand seven hundred and ninety-four dollars and eighty-seven cents, delivered in Baltimore, to which I had to add the length of two feet to one girder. The additional estimate was thirty dollars—making in all one thousand eight hundred and twenty-four dollars and eighty-seven cents. Mr. Bollman's estimate was two thousand two hundred and fourteen dollars, on May 2d, inclusive of extra length. The contract was awarded the Phoenix Company. Mr. Bollman received one thousand and twenty-one dollars for forty iron beams, ten channells, &c.; the balance of five

hundred and seventy-five dollars and ninety-nine cents was for castings, putting girders in position, &c. There were no other bids.

MR. BOLLMAN:

I have been paid in full for my claim—one thousand five hundred and ninety-six dollars and ninety-nine cents. I was under the impression that I had competition. I think it a low estimate. I did not make enough money hardly to pay car fare. I paid no commissions to any one.

George W. Starr was sworn and testified:

Testimony of George W. Starr.

I furnished ornamental plastering. I made no proposals. We sold by printed price-lists. We allowed a discount to the State of ten per cent. We are not in the habit of allowing such a discount; this was done by a special arrangement. We charge every one the same price, and never allow a discount as a rule. Ours is the largest concern of the kind in Baltimore. We have furnished a great many public buildings, among them the City Hall, in Baltimore. Our bill was two hundred and twenty-six dollars and seventy-three cents. We have not been paid anything. We paid no commissions. We get our work by handing in a list.

Mr. Frederick explained Starr's method of furnishing work by a list, the patterns in his wareroom being numbered to correspond with the numbers on the list, opposite which a price was placed.

Jacob Green was sworn and testified:

Testimony of Jacob Green.

Furnished lime, plaster and hair. My propositions were for lime delivered in Baltimore twenty-five cents per bushel, inferior quality twenty-three cents, plaster one dollar and seventy-five cents per barrel, and hair twenty-five cents per bushel. I supposed I had competition. I offered to furnish green peachbottom lime at fifty cents per bushel, in hogs-

heads. I made the bids low to get the contract. They were a little lower than I could have put them to private parties. The usual price of alum lime is twenty-eight cents, hair twenty-five cents, and plaster two dollars. I burn my lime with coal and wood together. I allowed no discount and paid no commission. I consider the material I furnished first-class. The amount of my bill is seven hundred and two dollars and sixty-five cents. I have not received any money yet.

MR. FREDERICK:

McAllister's bids were bottom lime fifty-five cents, alum lime twenty-seven cents, hair twenty-five cents, and plaster one dollar and ninety cents.

James McAllister was sworn and testified:

Testimony of James McAllister.

I bid on cement, lime, hair and calcined plaster. I am satisfied with the contracts as given out. I got the cement contract at one dollar and thirty-five cents per barrel. I furnished the Rosedale cement, made at the Newark Lime and Cement Co.'s, and think it the best. The regular price is one dollar and fifty cents. The market value is higher now on account of navigation; we can't get it from the works.

MR. FREDERICK:

I asked Fowler & Zeigler, in Baltimore, agents of the Roundtop Cement Company, at what price they could furnish two hundred barrels, more or less. They answered, one dollar and thirty-seven and a half cents, delivered at Camden Station. Instead of furnishing two hundred barrels, I presume they furnished six or seven hundred barrels. I ordered it first by dray-loads, then by car-loads. The railroad strike then coming up, I instructed them to ship by steamboat, and got rates as favorable as by railroad—fifteen cents per barrel. The railroad carried it by the ton. There was a fraction of a cent in favor of the steamboat. I ordered twenty barrels by boat. They said their contract

called for delivery at Camden Station, and would not furnish it, unless fifty cents per barrel additional was paid. I ascertained that they paid four cents per barrel drayage to the depot, and three cents to the boat. I annulled the contract. The total amount of their bill is six hundred and eight dollars and twenty-eight cents. The amount of McAllister's bill is three hundred and fifty-two dollars; of this two hundred and fifty dollars and seventy-five cents remains unpaid. This was all furnished on my order.

George J. Dufur, of Dufur & Co., was sworn and testified :

Testimony of George J. Dufur.

We made all the wire work in the building, including the railing in the Senate chamber, the cellar windows, basement doors, &c. . We made a proposition in writing in the early part of the work. We sell by a price list. We gave the State a discount of twenty-five per cent. off of the face of the bill; none was allowed to Frederick himself in any shape or form whatever. Our bill was three hundred and nineteen dollars and forty-four cents. We have not been paid yet. We quote ordinarily twenty per cent. off; we made five per cent. off better to the State.

Ambrose M. Emory, of Seim & Emory, was sworn and testified :

Testimony of Ambrose M. Emory.

Furnished paint, window-glass and other similar material. We judged there was competition, having had a list sent us. We were notified by letter of the acceptance of our bid. We expected to have been paid long ago. The glass is a first-class article, double thick; the other materials were fully up to the requirements, all first-class articles; the white lead and linseed oil are all leading articles.

IN ANSWER TO MR. HARDCASTLE:

Maryland lead is equally as good as Lewis lead; the price is the same. Lewis Lead is manufactured in Philadelphia, but has no reputation there.

MR. FREDERICK:

Otis Keilholtz offered oil at seventy-five cents; lead at nine dollars and fifty cents, and turpentine at forty cents. Seim & Emory offered oil at seventy-seven cents; lead at nine dollars and thirty-seven and a-half cents, and turpentine at thirty-six cents; also, Japan dryer, at one dollar and seventy-five cents per gallon. Keilholtz put in a bid for best Japan dryer. There are a thousand varieties. I called for "Valeutine's" best. Seim & Emory offered putty in kegs, at two and five-eighths cents; Keilholtz at three cents. Seim & Emory are glass manufacturers. There were only three in Baltimore at that time. The understanding was they were to have a list price made expressly for us, with the lowest possible discount off. The average discount was sixty per cent., and ten per cent. off. There is a combination among glass manufacturers. Seim & Emory's bill was one thousand six hundred and twenty-four dollars and eighty-seven cents.

Plummer M. Ijams, of F. H. Davidson & Co., was sworn and testified:

Testimony of Plummer M. Ijams.

We furnished the hardware. Frederick made the proposal, and we accepted it verbally. Was not aware of any competition, but supposed there was. We have printed manufacturers' prices for hardware. I handed Frederick the list. He asked what discount off? I told him fifteen per cent. off, for carpenters and consumers. The discount depends upon the class of goods. Ordinarily, we do not charge list prices. We generally specify, in our bids, a price for each article. We would not, ordinarily, allow fifteen per cent. discount on that class of goods. I have not agreed to pay anybody any commission. The amount of our bill is one thousand two hundred and three dollars and seventeen cents. Have received none of it yet. The goods were the very best manufactured; none better.

MR. FREDERICK:

Could any builder have bought the goods as cheap as the State House?

MR. JAMS:

No, sir. Not as cheap.

The committee met on Monday night, March 4th, 1878, in the State House, Annapolis. Present: Messrs. Brown, Higgins, Cox, Hardcastle and Spencer.

Lewis Loewenstein, of the firm of Garthe, Loewenstein & Co., slaters, was called, and after being duly sworn, testified as follows:

Testimony of Lewis Loewenstein.

I had the slating contract for the State House. Was notified to put in my bid for the contract by Mr. Frederick.

Mr. George H. Frederick then read the propositions, two in number, which were received and submitted to the Board of Public Works. Garthe & Loewenstein's bid was ten dollars and twenty-five cents per square of one hundred feet—ten square feet of slate each way. The other bid was by M. Gault & Son, at ten dollars and thirty cents per square. The former was marked accepted by the Governor. LOEWENSTEIN, CONTINUING, SAID:

I expected competition; didn't know though positively. I sent my proposition to Mr. Frederick and was notified by him of its acceptance.

In reply to questions from Chairman Brown, Mr. Loewenstein stated he charged the usual rates; the rates however in his business are not uniform. In Baltimore we get eight dollars to nine dollars a square. Charged the State more because of extra expense incurred. Would slate a building in Baltimore for nine dollars a square; but had to pay freight for material and board for men on the State

House job. Didn't notice whether the roof, when he commenced work, was leaky or not. The sheathing and timber showed rottenness. On the front and north side the rafters were rotten. On two sides of the building the sheathing was sound. Have been paid by State for work one thousand dollars, leaving a balance still due of five hundred and fifty-one dollars and sixty-four cents.

BY MR. BROWN:

Are there any difference in the quality of slate?

LOEWENSTEIN:

Yes, sir; the slate used was the best in the country. You can buy slate from four dollars to seven dollars. Seven dollars is about the market value of this slate. It is called peachblossom slate, from Pennsylvania. I put on 15,539.50 feet, or 155.39 squares.

Mr. Frederick here explained that there is a regular commission allowed for measuring a roof for slate. In this instance half of the expense to be borne by the State and half by the contracting party—Loewenstein. The bill for this one-half commission to the State was twenty-six dollars and forty cents.

Loewenstein further stated that he had not allowed, nor expected to allow, commission to any one on his contract.

Joseph Harig was the next witness sworn, and testified as follows:

Testimony of Joseph Harig.

I did the tinning, spouting and roofing for the State House. I got my contract through Mr. Frederick. Supposed I would have competition.

MR. FREDERICK EXPLAINED:

Proposal was made verbally but memoranda was taken as follows: Bright charcoal single cross tin and two coats of paint, ten cents per superficial foot; three dollars a day for labor; spout put up, No. 3 twelve cents, No. 3½ fifteen cents and No. 4 twenty cents per lineal foot.

MR. HARIG, CONTINUING, SAID:

I have received from the State three hundred dollars, leaving a balance due of three hundred and forty dollars and seventy-six cents. I have been getting nine to ten cents per square foot, in Baltimore, for same kind of tin. It is about the standing price. The day's work charged in my bill, is for a hard job done, that of putting up temporary gutters. The prices are Baltimore figures. Am in the habit of making bids. Have paid no commission. Never pay any commission for receiving work. Have been in business forty-five years. Would charge two dollars and fifty cents per day for labor in Baltimore, but had to pay my men's board here. Think I have made a good job. Would not perform contract over again for same money.

BY MR. FREDERICK:

What do you usually make on your hands?

MR. HARIG:

Usually fifty cents per day on each hand, I to furnish the tools. I paid my men two dollars per day and five dollars per week for their board.

A. D. Emmart, of Emmart & Quartley, was sworn and testified as follows:

Testimony of A. D. Emmart.

I did the frescoing for the State House. Did not know of any other bidder for the work. Mr. Frederick notified me; came down and gave him a bid for the Court of Appeals and adjoining three rooms and lobby, at seven hundred dollars. Frederick said it was too much, and I took it for five hundred dollars. The price of frescoing depends on the design. Mr. Frederick gave me the design of about what he wanted. When I first looked at Court of Appeals, anticipated to make it elaborate. It is very easy matter to make it cost fifteen hundred dollars. I think it a good job. I did frescoing at the City Hall, Fifth Regiment Armory, and many other public and private buildings in Baltimore and elsewhere, and my reputation is well known.

Mr. Frederick read the contract with Emmart & Quartley, to be finished in two and a-half weeks, from October 8th, 1877.

MR. EMMART, CONTINUING:

I did the graining of all woodwork also, by verbal agreement.

MR. FREDERICK, READING FROM CONTRACT:

The frescoing for House was six hundred dollars. The Senate and House corridor and committee rooms was one hundred and sixty dollars; the Executive chamber, seven hundred dollars; Governor's private office, one hundred and fifty dollars; Adjutant General's room, one hundred and fifty dollars; Senate chamber, four hundred dollars; Post-office, sixty dollars; Senate reception-room, one hundred dollars. The total was two thousand three hundred and twenty dollars.

In response to questions from Mr. Brown, Mr. Emmart stated that to erect a scaffolding, if lumber was on hand, would cost one hundred and fifty to two hundred dollars, and to do the frescoing, after the furniture was in and carpets down, would cost certainly one thousand dollars more. Could not estimate, however, exactly, because furniture and carpets would be injured; gas fixtures would have to be removed, and framing would have to be repainted. My whole bill is three thousand one hundred and ninety-six dollars and fifteen cents. My profits are about what I usually make. Not in the habit of paying commissions for work received. Work was supervised by Frederick. I consider the job first-class in every respect. I have been in the business in Baltimore since I was a boy fifteen years old; have done frescoing for eight years. I do over three-quarters of the frescoing done in Baltimore.

Mr. Frederick explained that work on Senate committee-rooms and corridors were thrown in by Emmart & Quartley, after estimate was made, without additional cost.

Robert J. Hayes, of McDowell & Co., Carpet Dealers, was sworn and testified as follows:

Testimony of Robert J. Hayes.

We furnished the carpets, mats, &c., for the State House. We made a proposition to Mr. Frederick, after being notified

by him, in a general way, of the number of yards of carpet that would be required. Understood we were to have competition.

Mr. Frederick, interrupting, explained about the carpet contract as follows: I went to G. S. Griffith & Co.'s and McDowell's, and looked at their patterns and qualities of carpets. After writing to the Governor, he appointed a time by telegraph, and I met him in Baltimore. We went to Griffith's and McDowell's, and the result was, we fixed on certain patterns in both houses. We aimed to get the same grade of carpets. The grade at McDowell's was a little better than at Griffith's. We wanted a good body Brussels six frame carpet; at Griffith's carpets there were mostly five frame; at McDowell's they were all six frame. The written propositions we received from both firms were as follows:

G. S. GRIFFITH & CO.

	Per yard.	For the Border per yard.
Senate Chamber.....	\$1 52	\$1 15
“ Reception Room.....	1 52½	1 15
“ President's Room.....	1 45	55
Executive Chamber.....	1 57½	1 17½
“ Private Chamber.....	1 57½	1 17½
Adjutant General's “.....	1 47½	1 15
Senate Committee Rooms.....	1 25	95
House of Delegates.....	1 62½	1 22½
Speaker's Room.....	1 40	1 10
House Committee Room.....	1 40	1 15
Clerk Court of Appeals.....	1 40	1 05
Court of Appeals.....	1 62½	1 22½
Consultation Room.....	1 52½	1 15

Sewing, 6 cents; stitched lining, 7 cents per yard.

McDOWELL & CO.'S BID WAS:

All 6 frame Carpet.....	\$1 75 per yard.
“ 5 “ “.....	1 50 “
Made and laid; borders in proportion to carpets.	
Extra Quilted Lining.....	9 cents per yard.
Sewed Lining.....	5 “ “
Pasted “.....	3 “ “

Average price of Griffith, for actual cost of carpet, was one dollar and sixty-seven and two twenty-third cents per yard. Average price of McDowell & Co. was one dollar

and fifty cents per yard, made and laid. We got six frame carpets from McDowell cheaper than Griffith wanted to furnish five frame carpets.

MR. HAYES, CONTINUING:

The State got from us, besides the carpets, the best quilted lining. Our bill is four thousand four hundred and eleven dollars and twenty-four cents. We charged private parties at that time two dollars per yard for the same carpet. The job is lower than the Academy of Music, which we carpeted for ten cents more per yard, and five frame carpets at that. Still, there has been a slight reduction in prices since. The mats are placed at different doorways, corridors, &c.; they were bought by Mr. Frederick himself at wholesale prices. They were cocoa, brush, beam woolen and other mats, made expressly for State House use, varying in quality and price. Time was included in our bill, and traveling expenses and board charged. We deliver in Baltimore only, and make no charge for drayage to depots in Baltimore. We have received no part of our bill. There are American carpets just as good as English; have worn them side by side and know from experience. We have agreed to pay no commissions. The Governor, Comptroller, and Mr. Frederick, came and looked at the carpets.

R. J. Davidson, plumber and gas-fitter, who had the contract to do that work at five dollars and fifty cents per day for self and helper, was sworn and testified:

Testimony of R. J. Davidson.

Was notified by Mr. Frederick. Did not know of any competition. We usually get five dollars in Baltimore. Our bill amounts to three thousand two hundred and ninety dollars, of which we have received one thousand one hundred and twenty-four dollars. This covers the labor and two hundred and sixty dollars for material.

MR. BROWN:

For what would you do a two thousand dollar job in Baltimore?

MR. DAVIDSON:

For five dollars per day, and more, if I could get it. I regretted I did not charge six dollars for State House work. Don't mean to say I have lost money; oh, no; I might furnish labor in Baltimore for less than five dollars, but not for four dollars. I paid seventeen dollars to some, fifteen dollars to others; paid three dollars to helper, and board, besides other expenses which justified an unusual charge on State work.

Mr. Frederick explained that Davidson was to receive ten per cent., additional, for purchasing plumbers' materials, &c., he to buy at closest market prices, and give State benefit of the discount.

MR. DAVIDSON:

The materials bought were at the lowest rates. I never had a job like this before.

Mr. Frederick said that the bill for two hundred and sixty dollars was for various items, including brackets. He did not know on whose authority they were purchased; he only knew they were here.

MR. DAVIDSON:

I did not get any commission on this, my own bill, but charged full retail prices. The goods that I purchased I charged at wholesale prices. I bought all the goods at lowest possible prices. All manufacturers have regular list prices, and the market is regulated by discounts, but in Joshua Regester & Sons' bill, the amount is rendered net, the discount having been taken off. I have been in business eleven years. I never went into the market before and bought goods, and was allowed a commission. It is something outside of my line of business. I think I bought for the State as cheap as I could for myself. I would be willing to take them myself at the prices named.

Robert C. Cornelius, of Cornelius & Co., 1332 Chestnut street, Philadelphia, was sworn and testified:

Testimony of Robert C. Cornelius.

We furnished the principal portion of the gas fixtures. Mr. Frederick came and examined our goods. We named prices to him at the time, and afterwards gave him written propositions. Frederick was in Philadelphia on the first of November, and made selections, stating that he wanted lowest possible prices. Met Frederick in Baltimore, and submitted propositions and designs as follows:

FOR SENATE:

Four 6-light Chandeliers.....at \$158 00 each.
 Nine 3-light Brackets, two arms.....at 18 00 "

RECEPTION ROOM:

One 5-light Slide Chandelier..... 50 00
 Three Brackets.....at 10 00 "

PRESIDENT'S ROOM:

Chandelier..... 60 00
 Two Brackets.....at 10 00 "

SPEAKER'S ROOM:

Chandelier..... 60 00
 Two Brackets.....at 10 00 "

COMMITTEE ROOMS:

Two 4-light Chandeliers.....at 60 00 "
 Four 2-light Brackets.....at 10 00 "

CORRIDORS:

Two 1-light Hall Pendants.....at 8 00 "

POST OFFICE:

One 6-light Gilt Chandelier..... 25 00 "
 Two Brackets to match.....at 8 00 "

HOUSE OF DELEGATES:

One 18-light Chandelier..... 375 00
 Two 12-light Chandeliers.....at 240 00 "
 Thirteen 3-light Cluster Brackets.....at 18 00 "

COURT OF APPEALS:

Two 12-light Chandeliers, four feet spread.....at 225 00 "
 Three 2-light Brackets.....at 15 00 "

CONSULEATION ROOM:

One 4-light Slide..... 50 00
 Three 2-light Brackets to match.....at 10 00 "

CLERK'S ROOM:

One 4-light Slide..... 50 00

HALL:

Two 2-light Chandeliers.....at 12 00 "

GOVERNOR'S EXECUTIVE ROOM:

One 12-light Crystal and Silver Chandelier..... 550 00
 Five 3-light Brackets.....at 24 00 "

GOVERNOR'S PRIVATE ROOM:		
One 5-light Slide Chandelier.....	\$80 00	
Two 2-light Brackets to match.....at	10 00	"
ADJUTANT GENERAL'S ROOM:		
One 4-light Chandelier.....	50 00	
Three 2-light Brackets.....at	10 00	"
CORRIDORS:		
One 4-light Chandelier.....	50 00	
HOUSE OF DELEGATES, SENATE CHAMBER AND COURT OF APPEALS: Two Standards in each, six in all.....at		
Clerks' Desks in Senate and House of Delegates, four lights.....at	40 00	"
All to be dark bronze, with gilt relief, five-inch bottom cut Globes; all delivered at the wharf in Annapolis.	8 00	"

The proposition was accepted; no one else bid for the work. I have been in business over fifty years. Bids are usually made upon drawings, or selections made that are satisfactory. These prices are lower than is our custom. On a large order like this we make concessions. We put up part of the fixtures, although not in the contract. I knew it would be a large order and put prices low, thinking that we had competitors. In every particular we never did better work. As far as my knowledge goes, no one in Baltimore was capable of doing the job in time. Some of the globes were returned and the freight deducted. We charged fifty cents per hour for men, including everything. I don't think we could duplicate the order at the same price. The prices are above wholesale, but below retail prices. Mr. Frederick stated that there were no gas-fixture manufactories in Baltimore. He also said the Board were under obligations to Mr. Cornelius for promptness in conducting the work. It had cost him one hundred and sixteen dollars and forty-five cents for car fare, board, &c.

Robert DeWitt Child, of Samuel Child & Co., was sworn and testified:

Testimony of Robert DeWitt Child.

We furnished the water coolers, without making a dollar. We did this because we were beaten last year on our bid,

and already had the names on the cooler. The prices named by Hopkins and ourselves was as follows:

No. 6 coolers...	Hopkins', \$11 00—Child's, \$9 00
No. 4 coolers.....	" 8 50 " 7 00
Cooler stands.....	" 5 50 " 3 00
Waste buckets, per doz.....	" 12 00 " 10 50
Water buckets, per doz.....	" 15 00 " 10 50
Six-foot step ladders.....	" 3 50 " 2 20
Two-foot-eight-inch library steps	" 2 50 " 2 25

We put the goods at wholesale prices. The retail price is about the same as Hopkins'. Our bill is two hundred and thirty-four dollars and ninety-three cents. We have received no part of it.

Mr. Frederick said, that Messrs. Shirley & Son, and Hopkins furnished bids on nickle plated cuspidors 6½ inches in diameter. Hopkins, thirty dollars, less fifteen per cent., twenty-five dollars and fifty cents net; Shirley, twenty-four dollars, less ten per cent., twenty-one dollars and sixty cents net.

Mr. A. C. Shirley was sworn and testified:

Testimony of A. C. Shirley.

This price is fifteen per cent. less than these goods have ever been sold for. One year ago they were worth thirty-six dollars. There is a patent upon them. The amount of our bill is two hundred and thirty-four dollars and ninety cents. We have not yet received anything.

Geo. W. Taylor, agent, was sworn and testified:

Testimony of Geo. W. Taylor.

Furnished the curtains, lambrquins, back-grounds, etc. Was notified by Frederick, and bid on samples and designs furnished. My bid was accepted by letter. I knew of other bidders. It is the first job I ever had from Frederick.

Mr. Frederick said bids were received from Michael, at seven thousand nine hundred and fifty-two dollars and sixty-seven cents; Dieter, at seven thousand one hundred and eight dollars and sixty-three cents; and Taylor, at six thousand six hundred and seventy-five dollars.

The prices were as follows:

House of Delegates	\$107 per window.
Drapery Court of Appeals.....	\$500
" Senate.....	270
" House.....	270

Taylor's bill was fifteen per cent. less than the usual retail prices, and his goods all first-class. The curtains are of raw silk.

Testimony of Norman R. Price.

Norman R. Price, agent of B. L. Solomon & Sons, of New York, was sworn and testified, that he was the established agent of the above firm in Baltimore, and all these parties came to him. He gave them the same prices and the same samples. There was one mistake on one article which I made to Michael, at fifty cents per yard less. Taylor had to pay one hundred and seventy-five to one hundred and eighty dollars more than he bargained for. The goods were cabled from Paris.

Mr. Frederick said, he got the samples indirectly, so as not to appear in the transaction.

The Committee met at Annapolis, Md., March 12, 1878. Present, Messrs. Brown, Snowden, Harrison, Higgins and Cox.

Daniel Caulk was sworn and testified as follows :

Testimony of Daniel Caulk.

I made a proposition to the Governor to do the work on the State House. I agreed to do it for five dollars per day for myself; did not name a figure for the men I was to furnish. I did not understand why my proposal was not accepted.

BY MR. BROWN:

Did not the Governor ask you if you could give your undivided attention to the work, and you responded "You could not"?

MR. CAULK:

No, sir; I don't remember that such a question was asked. My proposal was verbal. The Governor asked me if I had any plan to offer. "No, sir," I replied. I had none at all, but thought that the proposal to superintend the work at five dollars per day was the best way to do it. I think I said that a man working that way could make seventy-five cents or one dollar per day on his hands. "No," the Governor said, "twenty-five cents was enough. Two dollars and fifty cents per day is the usual rate of wages in Annapolis." I generally charged five dollars per day for myself when I worked at the Naval Academy.

BY MR. SNOWDEN:

Are the usages that prevail such as allow you to have a margin on your hands?

MR. CAULK:

I suppose that is right and the custom. The Governor sent for me, and I went to the Executive mansion and saw him in the library.

BY MR. HIGGINS:

Isn't it proper to make proposals in writing?

MR. CAULK:

No, sir; I don't think it is.

BY MR. HIGGINS:

What was your verbal proposition to the Governor?

MR. CAULK:

My proposal was to receive five dollars per day, and to let the State pay the hands what they saw fit.

In response to further questions, Mr. Caulk stated: I think two dollars and fifty cents is the highest rate of wages paid in Annapolis. I have been a carpenter all my life, and have put up a number of buildings in this city and in the Naval Academy, and charging five dollars per day for my superintendence, is my usual plan of contract.

BY MR. SNOWDEN:

You never undertook a contract, where you looked for profit solely on your journeymen?

MR. CAULK:

No, sir.

In response to further questions, Mr. Caulk stated: I haven't built any houses lately. Have not been actively engaged in business for five or six years. My last new job was Steele's house; can't remember whether that was put up before or since the war. Was employed in the Naval Academy from 1845 until the breaking out of the war. I am now in the undertaking business rather than carpentering and building. The only member of the Board of Public Works I saw, besides the Governor, was Mr. Compton. I asked him about the job, and said to him I would like to have it.

The committee, after appointing through its chairman, a sub-committee, consisting of Messrs. Cox, chairman; Hardcastle, Harrison and Higgins, adjourned *sine die*.

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8